

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

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NATHANIEL MCFARLAND, in his capacity as  
supervised and ancillary administrator of the ESTATE  
OF DANIEL PRUDE,

Plaintiff,

v.

THE CITY OF ROCHESTER, MARK VAUGHN,  
TROY TALADAY, FRANCISCO SANTIAGO,  
MICHAEL MAGRI, ANDREW SPECKSGOOR,  
JOSIAH HARRIS, and other as-yet-unidentified  
Rochester police officers,

Defendants.

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**ATTORNEY AFFIDAVIT IN  
SUPPORT OF MOTION TO  
APPROVE SETTLEMENT**

**No. 6:20-cv-006675-FPG**

STATE OF ILLINOIS            )  
  ss:)  
COUNTY OF COOK            )

**MATTHEW J. PIERS**, being duly sworn, deposes and states:

1. I am an attorney duly licensed to practice law in the State of Illinois and maintain offices for that purpose at 70 W. Madison St., Suite 4000, Chicago, IL 60602. I am a shareholder of the firm Hughes Socol Piers Resnick & Dym, Ltd. I am admitted to practice in the United States District Court for the Western District of New York.

2. I have at all times since September 5, 2020, represented Nathaniel McFarland, the supervised and ancillary administrator of the Estate of Daniel Prude and the son of Daniel Prude.

3. I submit this affidavit in support of Plaintiff's motion to approve the settlement of this matter, along with attorneys' fees and disbursements in accordance with the retainer agreement.

4. On September 16, 2020, the Cook County Probate Court in Illinois temporarily appointed Nathaniel McFarland Independent Administrator to Collect. Ex. A. On November 12, 2020, the Cook County Probate Court in Illinois appointed Nathaniel McFarland Supervised Administrator of Daniel Prude's Estate. Ex. B. On December 3, 2020, the Monroe County Surrogate's Court appointed him Ancillary Administrator of the Estate of Daniel Prude and revoked the Letters of Administration with Limitations previously issued to Tameshay Prude, decedent's sister. Ex. C. On January 5, 2021, this Court substituted Nathaniel McFarland for Tameshay Prude as Plaintiff in the above-referenced matter. ECF No. 19.

5. On September 5, 2020, the Plaintiff Nathaniel McFarland retained the law firms of Adam David Ingber, P.C., and Hughes Socol Piers Resnick & Dym, Ltd., to represent him in connection with the prosecution of a lawsuit against certain officers of the City of Rochester Police Department, the City of Rochester, and others, arising out of the death of his father Daniel Prude, on March 30, 2020.

6. On September 17, 2020, after being appointed Independent Administrator to Collect, Plaintiff Nathaniel McFarland signed a similar representation agreement, in his capacity as Independent Administrator to Collect. This retainer identified as co-counsel Faraci Lange, LLP. These three firms—Adam David Ingber, P.C.; Hughes Socol Piers Resnick & Dym, Ltd.; and Faraci Lange, LLP—are referred to herein as Plaintiff's Counsel. Nathaniel McFarland consented in the retainer to the split of attorneys' fees among Plaintiff's Counsel.

7. On November 24, 2020, after being appointed Supervised Administrator of the Estate of Daniel Prude, Plaintiff Nathaniel McFarland signed a similar representation agreement, in his capacity as Supervised Administrator of the Estate, again consenting to the split of fees among Plaintiff's Counsel. This November 24, 2020 retainer is attached as Exhibit D.

8. This Lawsuit was initially filed by Tameshay Prude in her capacity as administrator of the Estate of Daniel Prude. *See* ECF No. 1. After the Monroe County Surrogate's Court revoked Ms. Prude's letters of administration, this Court granted Nathaniel McFarland's motion to intervene and substituted him as Plaintiff in this case, *see* ECF No. 18.

9. After Plaintiff's Counsel appeared in the case, they prepared and filed an amended complaint. *See* ECF No. 24.

10. As set forth in the affidavit of Nathaniel McFarland, this is an action for the wrongful death of decedent Daniel Prude, seeking damages for his pain, suffering, and terror prior to his death, as well as pecuniary injuries to his five children (the "Lawsuit"). As alleged, in the early morning hours of March 23, 2020, Daniel Prude was suffering from an acute mental health crisis. His brother called 911 out of concern for Mr. Prude's safety after he abruptly ran out of his brother's house without shoes and without a coat in freezing cold temperatures. The defendant Rochester Police Officers who located Mr. Prude were responding to that 911 call. When the officers located Mr. Prude, he was completely naked in the middle of the street and clearly both disoriented and unarmed. The officers ordered him to lay down onto the freezing cold pavement, cuffed him behind his back, slipped a spit hood over his head from behind while he remained naked on the freezing pavement. Then three of the defendant Rochester Police Officers forced Mr. Prude to the ground and pinned his head and chest forcefully down onto the street for several minutes, thereby suffocating him as he struggled to breath. Mr. Prude lost and never regained consciousness. He was pronounced dead seven days later, on March 30, 2020.

11. This Lawsuit asserts claims under 42 U.S.C. § 1983 for excessive force, failure to intervene, and deliberate indifference to Mr. Prude's serious medical needs; claims under the Americans with Disabilities Act and Section 504 of the Rehabilitation Act; and state law claims

for intentional infliction of emotional distress/outrageous conduct causing emotional distress, common law battery, common law negligence, gross negligence, and wrongful death. *See* ECF No. 41 (Second Amended Complaint).

12. The Lawsuit seeks damages for loss of life, conscious pain and suffering, wrongful death, and punitive damages. It also seeks recovery of Plaintiff's attorneys' fees and costs.

13. Defendants deny all liability.

14. In early 2021, Plaintiff's Counsel engaged in an initial round of settlement discussion with Defendants, but no settlement was reached.

15. With the Court's permission, the parties participated in a phase of discovery intended to facilitate future mediation efforts. Plaintiff's Counsel served extensive written discovery requests on Defendants and served record subpoenas on the New York Attorney General's Office, the Monroe County Medical Examiner's Office, and American Medical Response. Plaintiff's Counsel undertook multiple rounds of meet-and-confer conferences to obtain compliance on these discovery requests. Plaintiff's Counsel also undertook investigation outside of formal discovery channels by issuing Freedom of Information Law ("FOIL") requests and obtaining Daniel Prude's medical records. Plaintiff's Counsel also responded to written discovery served by Defendants. The parties exchanged approximately 20,000 pages of documents and hours-worth of body worn camera video recordings.

16. During this phase, Plaintiff's Counsel also engaged several experts as consultants, including one ER doctor, two forensic pathologists, and a police practices expert. These experts reviewed key case materials, educated Plaintiff's Counsel on medical and technical matters crucially important to this case, and advised Plaintiff's Counsel on deposition preparation.

17. Plaintiff's Counsel deposed all six defendant Rochester Police Officers and one non-party witness, Dr. Nadia Grainger. Dr. Grainger is the Monroe County Medical Examiner who conducted the autopsy of Daniel Prude and gave an expert opinion on Mr. Prude's cause of death. These depositions required extensive preparation and were crucially important to successful mediation.

18. In light of the complexity of this matter and its significance to the community, and with agreement of the parties, in early 2022, this Court appointed two federal judges to serve as mediators in this action, Hon. LaShann DeArcy Hall of the United States District Court for the Eastern District of New York, and Hon. Magistrate Judge Jonathan Feldman of the United States District Court for the Western District of New York.

19. During the mediation phase of this case, Plaintiff's Counsel prepared detailed written mediation statements and created a composite video of the police interaction with Daniel Prude that led to his death. Plaintiff's Counsel made a detailed mediation presentation to the mediators and defense counsel on April 4, 2022, which included the composite video, as well as important documents obtained through discovery and video excerpts from the depositions of the defendant officers and the medical examiner. Plaintiff's Counsel also spent many hours in communication with Mr. McFarland, co-counsel, and the mediators.

20. After extensive arm's length, mediated negotiations, lasting over several months, including over a half-dozen mediation sessions between Plaintiff's Counsel and the mediators or among Plaintiff's Counsel, the mediators, and defense counsel, the parties have reached a settlement in principle.

21. The terms of the settlement in principle include the following:

- The Lawsuit is settled for a payment by Defendant City of Rochester to the Plaintiff in the total amount of twelve million dollars (\$12,000,000) (the “Settlement Amount”).
- The Lawsuit will be dismissed with prejudice, waiver of any right to appeal, and a general release of the Defendants (and their agents, successors and employees) by the Plaintiff Administrator.
- There will be no admission of liability.
- Fifty percent (50%) of the Settlement Amount (six million dollars (\$6,000,000)) is to be paid as compensation for damages for conscious pain and suffering (“Survival Claims”), and the remaining fifty percent (50%) of the Settlement Amount (six million dollars (\$6,000,000)) is to be paid as compensation for damages for pecuniary injuries to five children, the heirs, resulting from the decedent’s death (“Wrongful Death Claims”). No portion of the Settlement Amount is to be paid for punitive damages.
- Thirty-three percent of the total Settlement Amount (33 percent of the Survival Claims damages (\$1,980,000) and 33 percent of the Wrongful Death Claims damages (\$1,980,000)) will be paid as attorneys’ fees to Plaintiff’s Counsel, for a total of three million nine-hundred and sixty thousand dollars (\$3,960,000) in attorneys’ fees.
- One-hundred and sixteen thousand eight-hundred and eight dollars and 92 cents ((\$116,808.92) of the Settlement Amount (\$58,404.46 of the Survival Claims damages and \$58,404.46 of the Wrongful Death Claims damages) are to be paid to Plaintiff’s Counsel for disbursements, to reimburse Plaintiff’s Counsel for costs incurred in advancing the claims in the above-referenced action.

22. Plaintiff’s Counsel, including affiant, have extensive experience in wrongful death and police misconduct matters. Through the efforts described above, Plaintiff’s Counsel have gained a deep understanding of the factual record in this matter, the strengths and weaknesses of Plaintiff’s claims, and the value of comparable jury verdicts and settlements. In affiant’s opinion, the amount offered in this settlement is the maximum amount that Defendants were willing to offer to voluntarily resolve this case. As a result of the combined experience of Plaintiff’s Counsel, including experience in the Western District of New York, as well as verdict research conducted and the advice of the mediators, it is our opinion that a verdict of less than the amount of the

settlement is at least equally as likely as a verdict in excess of the settlement amount, and there is also a possibility if this case were tried that a jury could return a verdict for Defendants. In affiant's opinion, the proposed settlement is fair and reasonable, and it is in the best interest of the Estate and the distributees to accept the proposed settlement amount of twelve million dollars (\$12,000,000) and avoid the cost and risk of further legal proceedings and trial.

23. Under the terms of the retainer agreement, Ex. D, Plaintiff's Counsel are entitled to attorneys' fees in the amount of 33% of the recovery, and in addition, are entitled to be reimbursed for disbursements incurred in advancing the claims in the above-referenced action.

24. In addition to thousands of hours of attorney time, Plaintiff's Counsel has made disbursements totaling one-hundred and sixteen thousand eight-hundred and eight dollars and 92 cents (\$116,808.92), including for retention of experts and retention of experienced probate counsel to represent the Plaintiff in the Monroe County, New York Surrogate's Court as well as the Circuit Court of Cook County, Illinois, Probate Division in order to protect the integrity of the decedent's estate and the ability to properly prosecute this case on behalf of the Estate and its lawful heirs. Annexed hereto as Exhibit E are itemized lists of disbursements.

25. As described above, Plaintiff's Counsel invested considerable time and resources toward achieving a favorable outcome in this Lawsuit. *See* ¶¶ 9, 14-22, 25, *supra*. Affiant therefore respectfully requests that this Court allow Plaintiff's Counsel their disbursements in the sum of one-hundred and sixteen thousand eight-hundred and eight dollars and 92 cents (\$116,808.92) and a fee of three million nine-hundred and sixty thousand dollars (\$3,960,000) as their legal fee, for a total fee and disbursements in the sum of four million seventy-six thousand eight-hundred and eight dollars and 92 cents (\$4,076,808.92).

26. Plaintiff further requests that the Court direct the establishment of two Qualified Settlement Funds (“QSF”) within the meaning of United States Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1—one to receive the Survival Claims damages net of attorneys’ fees and case disbursements and the other to receive the Wrongful Death Claims damages net of attorneys’ fees and case disbursements. The purpose of a QSF is to allow the Cook County Probate Court to, in its discretion, order that the distributees receive their distributions from the net settlement proceeds in the form of structured future payments (a structured settlement) preserving the tax benefits of such a distribution. A QSF provides a vehicle where the distributees and their attorneys avoid any constructive receipt of a lump sum settlement which would void the tax advantages offered by a structured settlement where the interest earned on the principal is not subject to income taxation. The Probate Court may well decide that lump sum distributions to the distributees are appropriate, but a QSF allows the court the discretion to order structured future payments preserving the tax advantages offered by a structured settlement.

27. The Cook County Probate Court in Illinois authorized Plaintiff Nathaniel McFarland, as Supervised Administrator of the Estate of Daniel Prude, to enter into a settlement, including attorneys’ fees and disbursements, without further approval of the Probate Court, subject to this Court’s approval of the settlement. A copy of that Order is attached as Exhibit F.

28. No previous application has been made for the relief or order sought herein.

29. Affiant is not aware of other claims or settlements, aside from those in this action, arising out of the same occurrence.

**WHEREFORE**, your affiant prays the Court to enter the Proposed Order Approving Settlement attached hereto as Exhibit G.



Dated: October 5<sup>th</sup>, 2022

*Matthew J. Piers*

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MATTHEW J. PIERS  
*One of the Attorneys for Plaintiff*  
HUGHES SOCOL PIERS RESNICK &  
DYM, Ltd.  
70 W. Madison Street Suite 4000  
Chicago, Illinois 6060  
Tel: 312.580.0100  
Fax: 312.580.1994  
mpiers@hsplegal.com

Sworn to before me this 5<sup>th</sup>  
day of October 2022

*Judith Kay McGee*  
\_\_\_\_\_  
Notary Public



# EXHIBIT

## A

3

Date of Death: 03/30/2020

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - PROBATE DIVISION

Case No. 2020-P-4823 Calendar 08

Estate of DANIEL PRUDE Deceased

## ORDER APPOINTING REPRESENTATIVE OF DECEDENT'S ESTATE - INTESTATE

On the PETITION of NATHANIEL McFARLAND  
[printed name of the Petitioner]

for issuance of Letters of Administration, the Court having been advised that the proposed representative is qualified to act as administrator under §9-1 of the Probate Act of 1975 [755 ILCS 5/9-1];

## IT IS ORDERED THAT:

- A. Letters of Administration issue to NATHANIEL McFARLAND as  
[printed name of the proposed representative]
- |  |      |  |      |
|--|------|--|------|
| <input type="checkbox"/> Supervised Administrator              | 4232 | <input type="checkbox"/> Independent Administrator                       | 4230 |
| <input type="checkbox"/> Supervised Administrator to Collect   | 4249 | <input checked="" type="checkbox"/> Independent Administrator to Collect | 4248 |
| <input type="checkbox"/> Supervised Administrator de bonis non | 4237 | <input type="checkbox"/> Independent Administrator de bonis non          | 4236 |
| <input type="checkbox"/> Supervised Co-Administrators          | 4227 | <input type="checkbox"/> Independent Co-Administrators                   | 4231 |
- B. The representative present to the Court:
- ☐ 1. an **INVENTORY** as required by §14-1 of the Probate Act of 1975 [755 ILCS 5/14-1] by, or shall appear before the Court on, \_\_\_\_\_, at \_\_\_\_\_ M.; ☐ 4192  
[not more than 60 days after the date of this Order]
- ☐ 2. an **ACCOUNT** as required by §24-1 of the Probate Act of 1975 [755 ILCS 5/24-1] by, or shall appear before the Court on, \_\_\_\_\_, at \_\_\_\_\_ M.; ☐ 4297  
[not more than 14 months after the date of this Order]
- ☐ 3. a **FINAL REPORT** as required by §28-11 of the Probate Act of 1975 [755 ILCS 5/28-11] by, or shall appear before the Court to present a written status report on, \_\_\_\_\_, at \_\_\_\_\_ M. ☐ 4297  
[not more than 14 months after the date of this Order]
- C. If the representative is a nonresident, no assets shall leave the State of Illinois without court order, and the representative's attorney shall act as the representative's resident agent and accept service of process, notice or demand required or permitted by law. ☐ 4262

*Letter to collect shall expire on 10/19/20*

Attorney Number 56304

Name James G. Riley

Firm Name FMS Law Group LLC

Attorneys for Petitioner

Address 200 W. Monroe St., Ste. 750

City/State/Zip Chicago, Illinois 60606

Telephone (312) 332-6381

Email james.riley@fmslawgroup.com

ENTERED:

*[Signature]* 20

Judge [Signature] Judge's number 2185

SEP 16 2020

DOROTHY BROWN  
CLERK OF THE CIRCUIT COURT  
OF COOK COUNTY, IL  
DEPUTY CLERK

# EXHIBIT B

Date of Death: 5-20-20

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS COUNTY DEPARTMENT - PROBATE DIVISION

Case No. 2020-P-4823

Calendar 08

Estate of \_\_\_\_\_ DANIEL PRUDE

## Deceased

## ORDER APPOINTING REPRESENTATIVE OF DECEDENT'S ESTATE - INTESTATE

On the **PETITION** of Nathaniel McFarland  
[printed name of the Petitioner]

for issuance of Letters of Administration, the Court having been advised that the proposed representative is qualified to act as administrator under §9-1 of the Probate Act of 1975 [755 ILCS 5/9-1];

**IT IS ORDERED THAT:**

A. Letters of Administration issue to NATHANIEL McFARLAND as  
[printed name of the proposed representative]

<input checked="" type="checkbox"/>	Supervised Administrator	4232
<input type="checkbox"/>	Supervised Administrator to Collect	4249
<input type="checkbox"/>	Supervised Administrator de bonis non	4237
<input type="checkbox"/>	Supervised Co-Administrators	4227

<input type="checkbox"/>	Independent Administrator	4230
<input type="checkbox"/>	Independent Administrator to Collect	4248
<input type="checkbox"/>	Independent Administrator de bonis non	4236
<input type="checkbox"/>	Independent Co-Administrators	4231

**B. The representative present to the Court:**

1. an **INVENTORY** as required by §14-1 of the Probate Act of 1975 [755 ILCS 5/14-1] by, or shall appear before the Court on, 6-12-21, at 10A M; ☐ 4192  
[not more than 60 days after the date of this Order]

☒ 2. an ACCOUNT as required by §24-1 of the Probate Act of 1975 [755 ILCS 5/24-1] by, or shall appear before the Court on, 01/12/2022, at 10:00 A. M.; ☐ 4297  
[not more than 14 months after the date of this Order]

☐ 3. a **FINAL REPORT** as required by §28-11 of the Probate Act of 1975 [755 ILCS 5/28-11] by, or shall appear before the Court to present a written status report on, \_\_\_\_\_, at \_\_\_\_\_ M ☐ 4297-  
[not more than 14 months after the date of this Order]

C. If the representative is a nonresident, no assets shall leave the State of Illinois without court order, and the representative's attorney shall act as the representative's resident agent and accept service of process, notice or demand required or permitted by law. ☐ 4262

D. Letters of Office as Administrator to Collect shall be Terminated after Letters of Supervised Administration are Issued.

Attorney Number 56304

Name James G. Riley

Firm Name FMS Law Group LLC

Attorneys for Nathaniel McFarland

Address 200 W. Monroe St., Ste. 750

City/State/Zip Chicago, Illinois 60606Telephone (312) 332-6381

Email [Jamesriley@fmslawgroup.com](mailto:Jamesriley@fmslawgroup.com)

**ENTERED:**

[Judge]

[Judge's number]

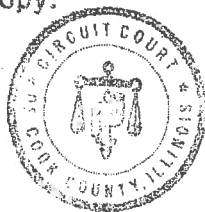
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I hereby certify that the document to which this  
certification is affixed is a true copy.

Date

**NOV 12 2020**

Dorothy Brown  
Clerk of the Circuit Court  
of Cook County, IL





LETTERS OF OFFICE-DECEDENT'S ESTATE

(Rev. 12/23/03) CCP 0415

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT, PROBATE DIVISION

Estate of  
DANIEL PRUDE

Deceased

}

No. 2020 P 004823

Docket

Page

LETTERS OF OFFICE - DECEDENT'S ESTATE

NATHANIEL McFARLAND

has been appointed

Supervised

Administrator

of the estate of

DANIEL PRUDE

, deceased,

who died Friday, March 20, 2020

, and is authorized to take possession of and collect the

estate of the decedent and to do all acts required by law.

LS

WITNESS, November 12, 2020

**Dorothy Brown**

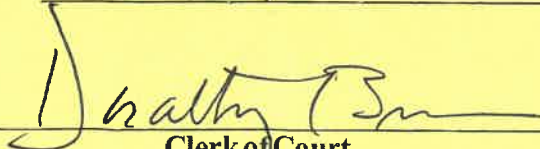
Clerk of the Circuit Court

CERTIFICATE

I certify that this is a copy of the letters of office now in force in this estate.

TG

WITNESS, November 12, 2020

  
Clerk of Court

DOROTHY BROWN, CLERK OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS

# EXHIBIT C



At a Surrogate's Court of the State of  
New York held in and for the County  
of Monroe, at Rochester, New York

Present: Hon. John M. Owens, Surrogate

-----X  
Ancillary Administration Proceeding,  
Estate of

**DANIEL PRUDE,**

A domiciliary of the State of Illinois,

Deceased.

**ORDER REVOKING LETTERS OF  
ADMINISTRATION AND  
GRANTING ANCILLARY LETTERS  
OF ADMINISTRATION WITH  
LIMITATIONS**

File No. 2020-1616  
-----X

A verified Petition having been filed by Nathaniel McFarland praying that Tameshay Prude be removed as Administrator pursuant to SCPA §711, and for Ancillary Letters of Administration of the Estate of Daniel Prude, deceased, for which Letters of Administration have been issued by the State of Illinois, said state being the domicile of decedent at his date of death and said Petition having set forth facts upon which the jurisdiction has been obtained over all persons entitled to process in this proceeding, and that said decedent at death was possessed of property in this state; now it is

ORDERED AND DECREED that the Letters of Administration with Limitations previously issued to Tameshay Prude by this Court on August 24, 2020 be revoked; and it is further

ORDERED AND DECREED that Ancillary Letters of Administration issue to Nathaniel McFarland upon proper qualification and the filing of a bond be and hereby is dispensed with; and it is further

ORDERED AND DECREED that the authority of such administrator be restricted in accordance with, and that the letters herein issued contain, the limitation as follows:

Limitations/Restrictions: Pursuant to EPTL 5-4.6, the personal representative of the estate shall petition the Surrogate's Court for allocation and distribution of any recovery in wrongful death. The attorney of record and the personal representative for the estate shall finally settle the estate within 60 days of the date of the Surrogate's decree compromising the wrongful death action; and it is further

ORDERED AND DECREED that the Temporary Ancillary Letters of Administration previously issued to Nathaniel McFarland be revoked.

Dated: December 15, 2020

  
John M. Owens  
Surrogate

SURROGATE'S COURT  
MONROE COUNTY

DEC 15

FILED

# EXHIBIT D

**REPRESENTATION AGREEMENT BETWEEN  
ADAM DAVID INGBER, P.C.,  
HUGHES SOCOL PIERS RESNICK & DYM, LTD.**

and

**THE ESTATE OF DANIEL PRUDE**

This Agreement is made on November 21, 2020 between the Estate of Daniel Prude ("Client" or "the Estate") through Nathaniel McFarland in his capacity as Supervised Administrator of the Estate and the law firms of Adam David Ingber, P.C., 150 N. Michigan Ave, Suite 2800, Chicago, Illinois 60601 ("Ingber"), and Hughes Socol Piers Resnick & Dym, Ltd., Three First National Plaza, Suite 4000, Chicago, Illinois 60602 ("HSPRD"). Ingber and HSPRD are collectively referred to in this Agreement as "the Firms." This Agreement supersedes and replaces any earlier oral or written understandings among the undersigned.

**SECTION 1. STATEMENT AND SUBJECT OF EMPLOYMENT**

Client hereby retains and employs the Firms to represent Client in the prosecution of a lawsuit against certain officers of the Rochester, N.Y. Police Department, the City of Rochester, N.Y. and others ("Respondents"), arising out of the death of Daniel Prude on or about March 30, 2020. The Firms do not agree to bring any claims on behalf of Client other than the ones described in this paragraph.

**SECTION 2. NO PAYMENT EXCEPT OUT OF RECOVERY FROM DEFENDANT**

Client will not be charged any attorneys' fees, costs, or expenses associated with preparing and presenting Client's claims, except as provided herein. No payment shall be due from Client for fees, costs, or expenses, unless recovery for those amounts is received from one or more Defendants.

**SECTION 3. ATTORNEYS' FEES**

A. In the event any lawsuit on Client's behalf related to the matters described in Section 1 results in a successful settlement or judgment, the Firms and their co-counsel, the law

firm of Faraci Lange, LLP ("Faraci"), shall be entitled to receive reasonable attorneys' fees, determined by the greater of:

- (1) The applicable hourly rates charged at the time of settlement or judgment by the Firms and Faraci for attorneys and paralegals and other staff working on civil rights and other complex litigation matters for all hours worked; or
- (2) Thirty-three percent (33%) of any recovery obtained for the Client prior to the beginning of trial, forty percent (40%) of any recovery obtained for Client if the matter proceeds to trial, as a result of a settlement or judgment, including judgment as a matter of law or a verdict entered by a judge or jury, inclusive of all attorneys' fees and costs awarded to Client. These percentages shall be applied to the total amount of recovery for Client including any award of attorneys' fees.

B. Client understands that Client may have legal claims against one or more Respondents for attorneys' fees, costs and expenses, pursuant to the Civil Rights Attorneys Fees Award Act and other federal, state or local fee shifting statutes, to require Defendants to pay Client's reasonable attorneys' fees, out-of-pocket costs, and expenses. Client hereby irrevocably assigns to the Firms his claims for payment of fees, costs and expenses.

C. Client has been informed that any attorneys' fees received pursuant to this Agreement shall be divided as follows: one-third (1/3) to HSPRD, one-third (1/3) to Ingber, and one-third (1/3) to Faraci. Client has been shown the co-counsel agreement with Faraci and agrees to its terms.

#### **SECTION 4. COSTS AND OTHER EXPENSES**

Costs, disbursements, and reasonable personal and travel expenses incurred by the Firms and Faraci in advancing Client's claims are to be advanced by the Firms and Faraci as necessary



and in the Firms' and Faraci's discretion. Any outstanding cost advances will be deducted from any recovery from or on behalf of the Respondent(s). Costs and expenses shall be reimbursed in addition to the payment of attorneys' fees. Client is only required to reimburse the Firms and Faraci for their costs and expenses from money recovered from a settlement or judgment.

#### **SECTION 5. EMPLOYMENT OF EXPERTS, CONSULTANTS AND INVESTIGATORS**

The Firms in their discretion may employ experts or consultants to further the prosecution of the Client's claim, and other experts to examine and report to the Firms. The Firms may also in their discretion employ investigators to investigate the facts surrounding the subject matter of the claim. Fees charged by such expert witnesses, consultants and investigators may be advanced by the Firms and Faraci and, at the Firm's discretion, charged against any recovery on the claim as advanced costs and expenses in lieu of reimbursement as provided for in Section 4.

#### **SECTION 6. ATTORNEY'S LIEN**

Each of the Firms is hereby given a lien on any sum recovered by way of settlement of, and on any judgment award that may be recovered in the claim or lawsuit described in Section 1. The lien shall be for the sum and share mentioned above as reasonable attorneys' fees plus any outstanding costs, disbursements or expenses. Each of the Firms shall have all general, possessory, or retaining liens, and all special or charging liens known to the common law and statute.

#### **SECTION 7. RETENTION OF ATTORNEYS' FEES AND ADVANCED COSTS AND EXPENSES FROM SETTLEMENT PROCEEDS**

HSPRD may receive the settlement or judgment amount and may retain therefrom the Firms' attorneys' fees pursuant to Section 3 before disbursing the remainder of the settlement or

judgment amount to the Client. HSPRD may also deduct therefrom the amount of outstanding costs, disbursements and expenses advanced as provided in Sections 4 and 5.

#### **SECTION 8. SUBSTITUTION OR DISCHARGE OF ATTORNEY**

A Client always has the right to discharge an attorney at any time and for any or no reason. In the event that the Client discharges HSPRD or Ingber, or obtains a substitute attorney before any settlement or judgment on the claim for which HSPRD and Ingber have been retained, the Firms shall be entitled to receive, from any settlement or judgment, the full amount of attorneys' fees as provided for in Section 3 as well as any costs and expenses advanced pursuant to Section 4 and 5. In no event shall such attorneys' fees, costs, disbursements, and expenses exceed the value of any settlement or judgment obtained by Client or a class (certified by the court) to which the Client belongs. In lieu of the attorneys' fees as provided in Section 3, Client may pay HSPRD, Ingber, and Faraci at the time of discharge, their respective attorneys' fees calculated at each of the Firm's then standard hourly fee rates for civil rights and other complex litigation for all time spent on Client's claims.

#### **SECTION 9. WITHDRAWAL OF ATTORNEY**

HSPRD and or Ingber may withdraw from the representation of Client at any time, on reasonable notice to Client, so long as the withdrawal is permitted under Rule 1.16 of the Illinois Rules of Professional Conduct. In the event of such withdrawal of representation, the withdrawing Firm shall be entitled to attorneys' fees determined by the applicable hourly rates for attorneys and paralegals for hours worked, as well as costs, disbursements and expenses. In no event shall such attorneys' fees, costs, disbursements, and expenses exceed the value of any settlement or judgment obtained by Client or a class (certified by the court) to which the Client belongs.



#### **SECTION 10. NONWAIVER OBLIGATIONS**

Client agrees that Client will not, without written consent from the Firms, accept any settlement offer that would result in the Firms receiving a lower attorneys' fee than would be required by this agreement. Furthermore, Client will not, without such written consent, accept any settlement offer conditioned on Client waiving in whole or in part any statutory claim to be awarded attorneys' fees and/or costs. Client understands that without this agreement on their part, the Firms would not undertake the substantial risk of representing Client on a contingent or fee shifting basis.

#### **SECTION 11. POWER OF ATTORNEY TO EXECUTE DOCUMENTS**

Client hereby gives each of the Firms Client's power of attorney to execute all documents in connection with the claim for the prosecution of which the Firms are retained, including pleadings, contracts, settlement agreements, compromises and releases, verifications, dismissal, orders, and all other documents that Client could properly execute.

#### **SECTION 12. SHARING INFORMATION**

The Client understands and agrees that the Firms may hire, retain, or consult with other lawyers, experts, investigators, and others who may assist in the representation of the Client. The Client authorizes the Firms to consult with such persons and to divulge to such persons such privileged information as may assist the Attorneys in representing the Client. The Client also understands and agrees that the Firms may share and publicize otherwise publically available information and publically available documents about the representation of the Client for reasons unrelated to the representation of the Client. This information includes, but is not limited to, copies of the complaint, answer, any order or decision issued, the general progress and ultimate result of the case, or any news reports or articles about the representation.

**SECTION 13. CONTRACT DOCUMENT**

This Agreement comprises the entire contract between the Firms and Client

**SECTION 15. EXECUTION OF DUPLICATE COPIES**

The parties to this Agreement may execute it by signing duplicate copies, and the effect shall be the same as if all three signed the same original.

**SECTION 16. LAW TO GOVERN CONTRACT AND ARBITRATION**


The laws of the State of Illinois shall govern the construction and interpretation of this Agreement. In the event of any dispute between Client and either or both Firms with respect to interpretation, application or enforcement of any provision of this Agreement, Client and the Firms shall first attempt in good faith to resolve the matter through negotiations among themselves, and then by mediation. If the matter is not resolved through negotiation or mediation, it shall be referred to binding arbitration before a single arbitrator, who shall be selected pursuant to the rules of the Judicial Arbitration and Mediation Services ("JAMS").

IN WITNESS WHEREOF, HSPRD, Ingber and Client have executed this Agreement in Illinois, on the day and year first above written.

By:

  
Mark Dym, HUGHES SOCOL PIERS  
RESNICK & DYM, LTD.

  
Adam Ingber, Adam David Ingber, P.C.

  
Nathaniel McFarland, Estate of Daniel Prude  
Supervised Administrator



# EXHIBIT E

**23431 NATHANIEL MCFARLAND**  
 NATHANIEL MCFARLAND  
 321 NORTH SUMMIT  
 VILLA PARK, IL 60181

Billing Date: 09/16/2022  
 Fees Thru Date: 08/31/2022  
 Costs Thru Date: 09/16/2022

**206825 ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER**

Date	Expenses	Cash Adv	Ref #	Event	Expense Code Vendor	Units	Amount	Bill Amt
09/07/20	Electronic Filing Fee	A	1152020	1904049	AVREFILE & SERVEXPRESS	0	495.93	_____
09/09/20	Electronic Filing Fee	A	1152020	1904050	AVREFILE & SERVEXPRESS	0	3.08	_____
09/14/20	Travel expenses twice to Villa Park to execute petitions and probate documents	A	215194	18W0207	AVREMARK DYM	0	30.00	_____
09/15/20	Travel to Loop and then Villa Park to execute bond	A	215194	18W0206	AVREMARK DYM	0	20.00	_____
09/16/20	Travel to Loop to pick up certified orders	A	215194	18W0204	AVREMARK DYM	0	15.00	_____
09/16/20	Travel to Villa Park for additional documents	A	215194	18W0205	AVREMARK DYM	0	20.00	_____
09/16/20	Travel to Villa Park from Berwyn to notarize on 9/14/20 (twice) and on 9/16/20	A	215311	18X3511	AVREMARK WEINER	0	48.30	_____
09/17/20	Travel expenses for additional signatures	A	215194	18W0203	AVREMARK DYM	0	20.00	_____
09/23/20	Fee for bond in the estate of Daniel Prude	A	215221	18X0077	AVRERUSSELL L. MORRIS INSURANCE AG	0	100.00	_____
09/29/20	Fee for services provided by FMS Law Group	A	215220	18X0052	AVREFMS LAW GROUP, LLC	0	4,995.50	_____
09/30/20	Westlaw on-line research fee September 2020 Billing	A	215283	18W9955	810 WEST PAYMENT CENTER	0	47.91	_____
09/30/20	Westlaw on-line research fee September 2020 Billing	A	215283	18W9956	810 WEST PAYMENT CENTER	0	171.28	_____
09/30/20	Westlaw on-line research fee September 2020 Billing	A	215283	18W9984	810 WEST PAYMENT CENTER	0	71.26	_____
10/16/20	Birth Certificates needed for case: Cook County Clerk	A	215311	18Y3238	AVREMARK WEINER	0	19.00	_____
10/31/20	October 2020 Billing	A		18Z1084	AVREWEST PAYMENT CENTER	0	114.37	_____
11/01/20	October 2020 Billing	A		1902630	AVREWEST PAYMENT CENTER	0	-114.37	_____
11/01/20	October 2020 Billing	A	1214	1904153	AVREWEST PAYMENT CENTER	0	114.37	_____
11/24/20	Travel expenses for signatures on authorizations and meeting	A	215469	1904799	AVREMARK DYM	0	25.00	_____
11/30/20	Westlaw on-line research fee November 2020 Billing	A	11421	1909925	810 WEST PAYMENT CENTER	0	11.74	_____
12/04/20	Fee for services provided by FMS Law Group (10/5 - 12/3)	A	215481	1914080	AVREFMS LAW GROUP, LLC	0	7,386.42	_____
12/16/20	Certificate of Good Standing for Matthew Piers, Margaret Truesdale, Mark Dym and Adam Ingber @ \$20 each.	A	1152021	1941941	AVRECHASE CARDMEMBER SERVICES	0	80.00	_____
12/17/20	Overnight delivery service charge: Overnight delivery service charge: Stephen G. Schwarz, Rochester, NY	A	11421	1925651	OVERFEDERAL EXPRESS	0	29.34	_____
12/31/20	Westlaw on-line research fee December 2020 Billing	A	2142021	1930500	810 WEST PAYMENT CENTER	0	101.23	_____
01/05/21	Expert retainer fee re: Arden Forensics, PC	A	1062021	1930576	AVREARDEN FORENSICS, PC	0	1,000.00	_____
01/21/21	Digital copies of McKinney's Consolidated Laws of NY	A	215691	1939251	AVRETHE NEW YORK STATE LIBRARY	0	19.00	_____
01/31/21	Westlaw on-line research fee January 2021 Billing	A		1947649	810 WEST PAYMENT CENTER	0	167.59	_____

Client: 23431 - NATHANIEL MCFARLAND

Matter: 206825 - ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER

**206825 ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER**

Date	Expenses	Cash Adv	Ref #	Event	Expense Code Vendor	Units	Amount	Bill Amt
01/31/21	Westlaw on-line research fee January 2021 Billing	A		1947846	810 WEST PAYMENT CENTER	0	-167.59	_____
01/31/21	Westlaw on-line research fee January 2021 Billing	A	314	1947879	810 WEST PAYMENT CENTER	0	167.59	_____
02/01/21	Medical expert fee re: Arden Forensics	A	215735	1946696	AVREARDEN FORENSICS, PC	0	925.00	_____
02/11/21	Admission to federal court in WDNV	A	215782	1953210	AVRECLERK, U.S. DISTRICT COURT	0	225.00	_____
02/28/21	Westlaw on-line research fee February 2021 Billing	A		1966872	810 WEST PAYMENT CENTER	0	203.85	_____
02/28/21	Travel expenses for preparation of Nate	A	215908	1966906	AVREMARK DYM	0	44.80	_____
03/01/21	Westlaw on-line research fee February 2021 Billing	A		1968880	810 WEST PAYMENT CENTER	0	-203.85	_____
03/01/21	Westlaw on-line research fee February 2021 Billing	A	314	1968914	810 WEST PAYMENT CENTER	0	203.85	_____
03/02/21	Consultation Services fee re: Arden Forensics	A	215854	1968503	AVREARDEN FORENSICS, PC	0	687.50	_____
03/06/21	Travel expenses for Press Conference; picking up and returning Nate to Chicago	A	215908	1971805	AVREMARK DYM	0	91.80	_____
03/07/21	Travel to office and client prep meeting	A	215908	1971806	AVREMARK DYM	0	61.80	_____
03/08/21	Parking for meeting on 3/8/21	A	216240	1996731	AVREMARK DYM	0	46.00	_____
03/17/21	Travel expenses for dep prep with Nate and Adam on March 17, 2021	A	216016	1976911	AVREMARK DYM	0	20.40	_____
03/22/21	Travel expenses to meet with client on 3/22/21	A	216016	1980477	AVREMARK DYM	0	22.40	_____
03/24/21	Pick up and travel for depositions on 3/24/21 (80 miles); parking fee	A	216016	1980479	AVREMARK DYM	0	61.80	_____
03/31/21	Westlaw on-line research fee March 2021 Billing	A		1988305	810 WEST PAYMENT CENTER	0	186.35	_____
03/31/21	Westlaw on-line research fee March 2021 Billing	A		1988542	810 WEST PAYMENT CENTER	0	-186.35	_____
03/31/21	Westlaw on-line research fee March 2021 Billing	A		1988577	810 WEST PAYMENT CENTER	0	186.35	_____
04/12/21	Attended CLE on positional asphyxia to assist in Prude matter	A	216063	1995448	AVREELIZABETH MAZUR	0	99.95	_____
04/28/21	For services rendered by the FMS Law Group	A	216583	19G8421	AVREFMS LAW GROUP, LLC	0	1,472.50	_____
04/30/21	Westlaw on-line research fee April 2021 Billing	A		19B0436	810 WEST PAYMENT CENTER	0	12.54	_____
05/03/21	Retainer fee for expert witness Scott DeFoe	A	216144	19A8853	AVREON-SCENE CONSULTING GROUP, LLC	0	4,000.00	_____
05/17/21	Fee for services provided by M.K. Communications	A	216225	19B9098	AVREM.K.COMMUNICATIONS	0	8,775.00	_____
05/31/21	May 2021 Billing	A		19C8715	AVREWEST PAYMENT CENTER	0	20.28	_____
05/31/21	May 2021 Billing	A		19C9290	AVREWEST PAYMENT CENTER	0	-20.28	_____
05/31/21	May 2021 Billing	A		19C9332	AVREWEST PAYMENT CENTER	0	23.93	_____
05/31/21	May 2021 Billing	A		19E9361	AVREWEST PAYMENT CENTER	0	23.93	_____
06/01/21	May 2021 Billing	A		19E9316	AVREWEST PAYMENT CENTER	0	-23.93	_____

Client: 23431 - NATHANIEL MCFARLAND

Matter: 206825 - ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER

**206825 ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER**

Date	Expenses	Cash Adv	Ref #	Event	Expense Code Vendor	Units	Amount	Bill Amt
06/03/21	Retainer fee for an expert re: Forensic Research and Analysis, Inc.	A	216284	19D3548	AVREFORENSIC RESEARCH AND ANALYSIS	0	6,500.00	_____
06/30/21	Westlaw on-line research fee June 2021 Billing - WestLaw	A		19E8471	810 WEST PAYMENT CENTER	0	10.55	_____
09/02/21	Consultation Services of Arden Forensics, McLean, VA	A	216828	19J9307	AVREARDEN FORENSICS, PC	0	1,787.50	_____
10/05/21	Westlaw on-line research fee September 2021	A		19K9887	810 WEST PAYMENT CENTER	0	47.20	_____
11/03/21	Westlaw on-line research fee October 2021	A		19N0985	810 WEST PAYMENT CENTER	0	108.66	_____
11/22/21	Expert witness fees re: Forensic Research & Analysis	A	217201	19O9899	AVREFORENSIC RESEARCH AND ANALYSIS	0	16,250.00	_____
11/26/21	Administrator Bond Fee	A	217249	19Q3534	AVRERUSSELL L. MORRIS INSURANCE AG	0	100.00	_____
11/30/21	Westlaw on-line research fee November 2021	A		19P3233	810 WEST PAYMENT CENTER	0	75.72	_____
12/13/21	Fee for deposition of Michael Magri, taken on 12/1/21	A	217452	19Q3544	AVREVERITEXT	0	2,141.00	_____
12/13/21	Fee for deposition of Andrew Specksgoor, taken on 11/29/21	A	217254	19Q3545	AVREVERITEXT	0	1,218.00	_____
12/16/21	Fee for deposition of Francisco Santiago, taken on 12/6/21	A	217254	19Q3547	AVREVERITEXT	0	1,875.00	_____
12/16/21	Expert witness fees re: On-Scene Consulting Group LLC	A	217334	19Q7631	AVREON-SCENE CONSULTING GROUP, LLC	0	1,531.25	_____
12/17/21	Fee for deposition of Josiah Harris, taken on 12/9/21	A	217452	19Q3546	AVREVERITEXT	0	1,875.00	_____
12/22/21	Fee for video deposition of Troy Taladay, taken on 12/8/21	A	217452	19R0519	AVREVERITEXT	0	2,266.00	_____
12/22/21	Deposition transcript of Andrew Specksgoor, taken on 11/29/21	A	217452	19R0520	AVREVERITEXT	0	1,062.10	_____
12/29/21	Deposition Transcript of Mark Vaughn, taken on 12/17/21	A	217452	19T1878	AVREVERITEXT	0	1,890.00	_____
12/30/21	Deposition Transcript of Michael Magri, taken on 12/1/21	A	217452	19T1876	AVREVERITEXT	0	2,035.75	_____
12/30/21	Deposition Transcript of Francisco Santiago, taken on 12/6/21	A	217452	19T1877	AVREVERITEXT	0	1,376.25	_____
01/06/22	Transcript of Troy Taladay deposition, taken on 12/8/21	A	217452	19R9362	AVREVERITEXT	0	1,774.70	_____
01/06/22	Transcript of Josiah Harris deposition, taken on 12/9/21	A	217452	19R9363	AVREVERITEXT	0	1,786.70	_____
01/14/22	Fees for deposition/transcript of Mark Vaughn, taken on 12/17/21	A	217452	19U2676	AVREVERITEXT	0	2,377.45	_____
02/10/22	Video production for meditation	A	217817	19Z7720	AVREHARDPIN MEDIA, LLC	0	4,179.50	_____
02/10/22	Video production for meditation	A	217817	19Z7721	AVREHARDPIN MEDIA, LLC	0	4,179.50	_____
03/01/22	Video production for mediation	A		19V5121	AVREHARDPIN MEDIA, LLC	0	4,179.50	_____
03/01/22	Video production for mediation	A		19Z6624	AVREHARDPIN MEDIA, LLC	0	-4,179.50	_____

Client: 23431 - NATHANIEL MCFARLAND

Matter: 206825 - ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER

206825 ESTATE OF DANIEL PRUDE V. CITY OF ROCHESTER

Date	Expenses	Cash		Event	Expense		Units	Amount	Bill Amt
		Adv	Ref #		Code	Vendor			
03/31/22	Westlaw on-line research fee March 2022	A		19X6746	810	WEST PAYMENT CENTER	0	417.20	_____
03/31/22	Westlaw on-line research fee March 2022	A		19X6747	810	WEST PAYMENT CENTER	0	47.95	_____
04/30/22	Westlaw on-line research fee April 2022	A		19Z9467	810	WEST PAYMENT CENTER	0	371.10	_____
05/19/22	Travel expenses for meeting with N. Prude on 5-19-22	A	217947	1A13896		AVREMARK DYM	0	36.27	_____
05/24/22	Travel expenses to meet Nate in Villa Park for continued mediation	A	217968	1A15958		AVREMARK DYM	0	37.27	_____
06/02/22	Westlaw on-line research fee May 2022	A		1A19697	810	WEST PAYMENT CENTER	0	432.21	_____
06/10/22	Travel expenses to Villa Park for mediation	A	218016	1A27371		AVREMARK DYM	0	37.27	_____
07/06/22	Westlaw on-line research fee June 2022 Billing	A		1A39452	810	WEST PAYMENT CENTER	0	411.88	_____
08/17/22	For services rendered by the FMS Law Group	A		1A65539		AVREFMS LAW GROUP, LLC	0	902.50	_____
09/06/22	Westlaw on-line research fee August 2022 Billing	A		1A77940	810	WEST PAYMENT CENTER	0	275.37	_____
09/16/22	Rochester Ethics Consultation fee re: Miner, Barhill & Galland, P.C.	A		1A85797		AVREMINER BARNHILL & GALLAND, P.C.	0	9,442.50	_____
								<i>Amount Billed - Expenses</i>	100,811.92

Advance vs. Non-Cash Summary	
Advanced expenses	100,811.92
Non-cash expenses	0.00
Total Costs	100,811.92

Date Last Billed		<b>Entire Bill Totals</b>	<b>\$100,811.92</b>
Amount Last Bill		Credit / Pre-paid balance	\$0.00
Date Last Paid		Credit / Pre-paid applied	_____
Amount Last Paid		Trust balance	\$0.00
		Trust applied	_____
		Courtesy Discount on Fees	_____

AR Aging				
<u>Total AR</u>	<u>Current</u>	<u>31-60</u>	<u>61-90</u>	<u>Over 90</u>
0.00	0.00	0.00	0.00	0.00
Bill as is ( )	Bill as marked ( )	Bill fees only ( )	Bill costs only ( )	Hold until next month ( )

Disbursement Report:  
Prude, Daniel (Estate)

Trans Date	Check No	Narrative	Disbursement Amount
10/26/2020	81481	FedEx express shipping service to Elliot Shields, Tashyra Prude, Terrell Prude, Junera Prude, Sharell Prude, and Tameshay Prude	\$399.29
12/22/2020	81638	Legal Fees (TORRES LAW OFFICE, PC)	\$8,080.35
01/11/2021	20210111003	Medical Records from University of Rochester Strong Memorial Hospital	\$951.75
02/25/2021	81816	Miscellaneous Expense	\$150.00
02/11/2021	20210211006	Public Access to Court Electronic Records	\$1.10
03/26/2021	81897	Service of Legal Documents (ALL NEW YORK PROCESS SERVERS)	\$385.00
03/26/2021	81996	Transcript Cost	\$112.55
05/18/2021	82028	Medical Consultation	\$1,750.00
05/03/2021	05042587	Filing Fee for Request for Surrogates Court Action	\$154.49
06/01/2021	82069	Legal Fees (TORRES LAW OFFICE, PC)	\$678.50



Disbursement Report:  
Prude, Daniel (Estate)

07/09/2021	82161	Legal Fees (Torres Law Office, P.C.)	\$531.00
08/05/2021	82217	Legal Fees (TORRES LAW OFFICE, PC)	\$87.95
09/02/2021	82291	Subpoena Witness Fee	\$15.00
09/02/2021	82292	Subpoena Witness Fee	\$15.00
09/17/2021	20210917001	Medical Records from American Medical Response	\$27.25
09/23/2021	82338	Copy Service	\$27.25
10/07/2021	82361	Subpoena Witness Fee (Office of the Monroe County Medical Examiner)	\$15.00
10/12/2021	82378	Service of Legal Documents	\$400.00
10/21/2021	82402	Service of Legal Documents	\$95.00
11/15/2021	82467	Videotaping Services	\$700.00
12/01/2021	82487	Deposition Services	\$934.25

Disbursement Report:  
Prude, Daniel (Estate)

11/29/2021	82513	FedEx express shipping service to Elizabeth Mazur	\$86.74
12/09/2021	20211209002	Public Access to Court Electronic Records	\$0.80
03/01/2022	82683	Deposition services to Sync Transcripts with the video into an MBD file for trial	\$398.88
<b>Disbursement Total:</b>			<hr/> <b>\$15,997.15</b> <hr/>



# EXHIBIT F

IN THE CIRCUIT COURT OF COOK COUNTY,  
ILLINOIS COUNTY DEPARTMENT – PROBATE DIVISION

Estate of

DANIEL PRUDE,

*Deceased.*

)  
)  
) No. 2020 P 4823  
)  
) Hon. Judge A. Delgado  
)  
)

**AGREED ORDER GRANTING SETTLEMENT AUTHORITY**

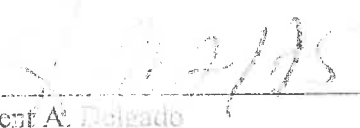
This matter coming before the Court by agreement of the Administrator and all heirs,  
with the Court being informed as follows:

1. Decedent Daniel Prude lost consciousness while in the custody of City of Rochester police officers on March 23, 2022, never regained consciousness, and died in New York on March 30, 2020.
2. Decedent died intestate and domiciled in Cook County, Illinois.
3. On November 12, 2020, this Court appointed Nathaniel McFarland Supervised Administrator of Daniel Prude's Estate.
4. On December 3, 2022, the Monroe County Surrogate's Court in New York appointed Mr. McFarland Ancillary Administrator of the Estate of Daniel Prude and revoked the letters of appointment previously issued to Tameshay Prude, the decedent's sister.
5. On January 5, 2021, the U.S. District Court for the Western District of New York substituted Mr. McFarland for Tameshay Prude as Plaintiff in *Prude v. City of Rochester et al.*, 6:20-cv-006675-FPG (the "Wrongful Death Action"). The claims raised in the Wrongful Death Action are the only asset in the Estate of Daniel Prude.
6. Thereafter and in order to facilitate settlement, the judge overseeing the Wrongful Death Action in the U.S. District Court for the Western District of New York, the Hon. Frank Geraci, arranged for two other federal judges to serve as mediators to facilitate settlement negotiations. Over the past several months, the parties to the Wrongful Death Action have engaged in substantial arm's length, mediated negotiations.
7. Pursuant to Local Rule 41 of the United States District Court for the Western District of New York, any settlement of a claim by a decedent's estate requires court approval, including approval of attorneys' fees and costs.

8. The Administrator, with consent of all heirs, seeks authorization from this Court to enter into a settlement of the Wrongful Death Action subject to the approval of said settlement by the United States District Court for the Western District of New York, including as to attorneys' fees and costs, and with the net proceeds to be distributed pursuant to order of this Probate Court of the Circuit Court of Cook County, Illinois

**IT IS HEREBY ORDERED AS FOLLOWS:**

1. Supervised Administrator Nathaniel McFarland is authorized to settle the Wrongful Death Action (with such settlement including *inter alia* attorneys' fees and disbursements) without further approval of this Court, subject to obtaining approval of the settlement by the U.S. District Court for the Western District of New York.
2. In the event that the U.S. District Court for the Western District of New York approves a settlement of the Wrongful Death Action, Supervised Administrator Nathaniel McFarland is directed to apply to this Court for an order of distribution of the net proceeds of any such settlement.

  
\_\_\_\_\_  
Hon. Kent A. Delgado

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# EXHIBIT G

**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK**

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NATHANIEL MCFARLAND, in his capacity as  
supervised and ancillary administrator of the ESTATE  
OF DANIEL PRUDE,

Plaintiff,

**No. 6:20-cv-006675-FPG**

v.

THE CITY OF ROCHESTER, MARK VAUGHN,  
TROY TALADAY, FRANCISCO SANTIAGO,  
MICHAEL MAGRI, ANDREW SPECKSGOOR,  
JOSIAH HARRIS, and other as-yet-unidentified  
Rochester police officers,

Defendants.

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**[PROPOSED] ORDER APPROVING SETTLEMENT**

Upon the Plaintiff's application for settlement approval pursuant to Local Rule 41 and submission of affidavits in support thereof, the Court states as follows:

1. In light of the complexity of this matter and its significance to the community, and with agreement of the parties, in early 2022, this Court appointed two federal judges to serve as mediators in this action, Hon. LaShann DeArcy Hall of the United States District Court for the Eastern District of New York, and Hon. Magistrate Judge Jonathan Feldman of the United States District Court for the Western District of New York.

2. After extensive arm's length, mediated negotiations, lasting over several months, the parties report that they have reached a settlement in principle.

All parties appearing before the Court, and the Court finding, and the parties agreeing, that a hearing is not necessary, IT IS HEREBY ORDERED:

1. The Court hereby approves, pursuant to Local Rule 41, the terms of the proposed settlement of the above-referenced action involving claims by the Estate of decedent Daniel Prude, including the attorneys' fees and disbursements to be paid out of the settlement, finding the terms thereof to be fair and reasonable and in the best interest of the Estate and distributees.

These terms include the following:

- a. The above-referenced action (the "Lawsuit") is settled for a payment by Defendant City of Rochester to the Plaintiff in the total amount of twelve million dollars (\$12,000,000) (the "Settlement Amount").
- b. The Lawsuit will be dismissed with prejudice, waiver of any right to appeal, and a general release of the Defendants (and their agents, successors and employees) by the Plaintiff Administrator.
- c. There will be no admission of liability.
- d. Fifty percent (50%) of the Settlement Amount (six million dollars (\$6,000,000)) is to be paid as compensation for damages for conscious pain and suffering ("Survival Claims"), and the remaining fifty percent (50%) of the Settlement Amount (six million dollars (\$6,000,000)) is to be paid as compensation for damages for pecuniary injuries to five children, the heirs, resulting from the decedent's death ("Wrongful Death Claims"). No portion of the Settlement Amount is to be paid for punitive damages.
- e. Thirty-three percent of the total Settlement Amount (33 percent of the Survival Claims damages (\$1,980,000) and 33 percent of the Wrongful Death Claims damages (\$1,980,000)) will be paid as attorneys' fees to Plaintiff's Counsel, for a total of three million nine-hundred and sixty thousand dollars (\$3,960,000) in attorneys' fees.
- f. One-hundred and sixteen thousand eight-hundred and eight dollars and 92 cents ((\$116,808.92) of the Settlement Amount (\$58,404.46 of the Survival Claims damages and \$58,404.46 of the Wrongful Death Claims damages) are to be paid to Plaintiff's Counsel for disbursements, to reimburse Plaintiff's Counsel for costs incurred in advancing the claims in the above-referenced action.
- g. The Settlement Amount net of attorneys' fees and disbursements shall be paid into two separate "Qualified Settlement Funds" ("QFS")—one for the Survival Claims damages net of fees and disbursements and one for the Wrongful Death Claims damages net of fees and disbursements—within the meaning of United States Treasury Regulation § 1.468B-1, 26 C.F.R. § 1.468B-1 that shall be established pursuant this Order and will be subject to the continuing jurisdiction of this Court until payments are directed from these two funds by the Cook County Probate Court. Defendant is a "transferor" within the meaning of United States Treasury Regulation § 1.468B-1(d)(1) to the Settlement

Funds. Eastern Point Trust Company, shall be the “administrator” of the Settlement Funds within the meaning of United States Treasury Regulation § 1.468B-2(k)(3) and, as the administrator, shall: (a) timely make or join in any and all filings or elections necessary to make the Settlement Funds qualified settlement funds at the earliest possible date (including, if requested by Defendant, a relation-back election within the meaning of United States Treasury Regulation § 1.468B-1(j)); (b) timely file all necessary or advisable tax returns, reports, or other documentation required to be filed by or with respect to the Settlement Funds; (c) timely pay any taxes (including any estimated taxes, and any interest or penalties) required to be paid by or with respect to the Settlement Funds; and (d) comply with any applicable information reporting or tax withholding requirements imposed by applicable law, in accordance with United States Treasury Regulation § 1.468B-2(l). Any such taxes, as well as all other costs incurred by the administrator in performing the obligations created by this subsection, shall be paid out of the Qualified Settlement Funds. Defendant shall have no responsibility or liability for paying such taxes and no responsibility to file tax returns with respect to the Qualified Settlement Funds or to comply with information-reporting or tax-withholding requirements with respect thereto. Defendant shall provide the administrator with the combined statement described in United States Treasury Regulation § 1.468B-3(e)(2)(ii).

h. Following payment in full of the Settlement Amount, Plaintiff Administrator agrees to hold harmless and indemnify Defendants against any claims for attorneys’ fees related to the above-referenced action.

i. The parties shall seek to facilitate the prompt transfer of funds by wire transfer.

2. The Plaintiff is directed to apply to the Circuit Court of Cook County, Illinois County Department, Probate Division for an order of distribution of the net proceeds of the settlement, pursuant to 755 ILCS 5/2-1.

3. This action is hereby dismissed with prejudice and without costs, including all claims brought and that could have been brought. The Court will retain jurisdiction, but the above-referenced action no longer remains pending.

SO ORDERED this \_\_\_\_\_ day of October, 2022

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Hon. Frank P. Geraci